



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0016

JOHN ELIAS BALDACCI
GOVERNOR

DAVID A. COLE
COMMISSIONER

July 16, 2004
Subject: Prospect & Verona
Project No: BR-7965(510)X
PIN: 7965.51
Bid Amendment No. 1

Dear Sir/Ms.:

Please make the following changes to your Bid Package:

Delete "Special Provision Section 102.7.2(D) Effects of Signing and Delivery of Bids" one page, and replace with the attached "Special Provision Section 102.7.2(D) Effects of Signing and Delivery of Bids" dated 6-22-04 one page total.

Delete "Special Provision Section 102.5.4 Pre-Bid meeting" one page, and replace with the attached "Special Provision Section 102.5.4 Pre-Bid meeting" dated 6-22-04, one page total.

Make the following changes in pen and ink:

On "Special Provision Section 110 Indemnification, Bonding and Insurance" delete in its entirety Section 110.3.6- All Risk Builders Risk.

On "Special Provision Section 110 Indemnification, Bonding and Insurance" section 110.3.7 Environmental Impairment, second sentence, delete \$2,000,000.00 and replace with \$1,000,000.00, and delete \$5,000,000.00 and replace with \$2,000,000.00.

This change will restore the provisions of the Standard Specifications for Section 110.3.7.

The Department has received the following Questions:

Q) Bid Schedule Item 304.10-Aggregate Subbase Course Gravel- Is this material Type "D" or Type "C"?

A) *This material is as shown in the table on page 3-1 in the Standard Specifications.*



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Q) Per Construction Notes, Page No. 8, Note 3- Rock Fill Stockpiles "6000 cy (in place) -Designated for future final side slope construction of the Verona Embankment placed within the Project limits on the Verona Approach as designated by the Resident"- will this material be placed in a stockpile or on the actual Verona Approach Embankments under this Contract as being incidental to Bid Schedule Item 203.22- Unclassified Excavation?

A) The material is to be stockpiled. This material will be used to construct the fill which cannot be built at this time (north of the temporary wall in Verona) due to the need to keep Route 1 open. This material will be placed by the Bridge Contractor once the new bridge is open.

Q) Is the 8.7% WBE/DBE goal in effect for this project?

A) Yes, the 8.7% aspirational goal for the utilization of WBE's/DBE's is in effect for this project.

Q) How long does the temporary wall have to be inspected weekly? Is there a date when Cianbro-Reed & Reed assume control of the wall?

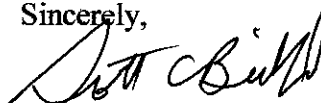
A) The weekly inspections will have to be conducted weekly from the time the traffic is moved to the new bridge until the embankment can be completed. The Department presently expects that the traffic will transfer in October of 2006 and that the fill will be complete by May of 2007.

Q) Does the steel in the temporary wall have to be coated as some of it will be left in place?

A) The steel, if a steel wall is used, does not need to be coated.

Consider these changes and information prior to submitting your bid on July 21, 2004.

Sincerely,



Scott Bickford
Contracts & Specifications Engineer

Special Provision Section 102.7.2 (D)
Effects of Signing and Delivery of Bids

By signing and Delivering the Bid, the Bidder acknowledges:

- (1) that it understands Cianbro – Reed & Reed, LLC is a joint venture that might submit a Bid on this Ledge Cut Project,
- (2) that it understands Cianbro – Reed & Reed, LLC is a joint venture that is a party to a design-build, best-value contract for the design and construction of the Penobscot River Bridge project,
- (3) that it understands this Ledge Cut Contract for which the Bidder is submitting a Bid is a component of the Penobscot River Bridge project on which Cianbro – Reed & Reed, LLC has performed design related and construction work,
- (4) that Cianbro – Reed & Reed, LLC has already performed, and continues to perform, construction and design related work within the Project Limits of the Penobscot River Bridge project pursuant to the design-build, best-value contract,
- (5) that Cianbro – Reed & Reed, LLC has performed design related and construction work within the Project Limits of this Ledge Cut Project and that this work has impacted the Ledge Cut Project for which this Bid is being submitted,
- (6) that all Bidders have the option to request a pre-Bid meeting pursuant to Special Provision Section 102.5.4 to gain more information about this Ledge Cut Contract and to obtain full disclosure about knowledge that Cianbro – Reed & Reed, LLC obtained about this Ledge Cut Contract through its work on the Penobscot River Bridge project.
- (7) that the provisions in the Contract Documents, including this Special Provision Section 102.7.2 (D), give the Bidder adequate opportunity to discover all the information that is necessary to Deliver a Bid on this Ledge Cut Contract and to discover the same information that Cianbro – Reed & Reed, LLC had access to while performing construction and design related work on the Penobscot River Bridge,
- (8) that time is of the essence in the award and execution of this Ledge Cut Contract and the Bidder hereby waives all claims of any kind or nature against the Department, including any claim that Cianbro – Reed & Reed, LLC had superior knowledge about this Ledge Cut Contract, any claim that relates to the Department's decision to award this Ledge Cut Contract and any claim related to whether this contract should, or should not have been, awarded to Cianbro – Reed & Reed, LLC.

**Special Provision Section 102.5.4
Pre-Bid meeting**

Any Bidder has the option to request that the Department schedule a pre-Bid meeting at a time and place that all Bidders will have the opportunity to attend. The Department will provide notice of the date, time and place of the pre-Bid meeting to all parties that have requested Bid Documents from the Department. Any request for a pre-Bid meeting must be communicated to the Department no later than July 1, 2004. If a pre-Bid meeting is requested, it will be scheduled. Representatives of the Department and Cianbro – Reed & Reed, LLC shall be present at the pre-Bid meeting.

Attendees will have the opportunity to ask representatives of the Department and Cianbro – Reed & Reed, LLC for documents and other information that relates to this Ledge Cut Contract and to request documents and other information related to issues about which any Bidder is concerned or which could lead to a Dispute. Attendees are encouraged to exchange information so that all Bidders will be satisfied that Cianbro – Reed & Reed, LLC has no superior knowledge of this Contract.

Cianbro – Reed & Reed, LLC shall provide documents and other information in response to reasonable requests provided the information relates to this Ledge Cut Contract and it had access to the information while it performed work in connection with the design-build, best-value contract for the Penobscot River Bridge. The Department shall determine whether the requests for information are reasonable. If Cianbro – Reed & Reed, LLC fails to provide the information and documents in response to reasonable requests, then Cianbro – Reed & Reed, LLC shall be disqualified from Bidding and shall be ineligible to submit a Bid.